

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA,

Plaintiff,

v.

WILLIAM DAVIS, ELEANOR DAVIS,
A. CAPUANO BROTHERS, INC.,
CIBA-GEIGY CORPORATION,
CLAIROL, INC., PFIZER, INC.,
THE PROVIDENCE JOURNAL COMPANY,
UNITED SANITATION, INC., and
UNITED TECHNOLOGIES CORPORATION,

Defendants.

Civil Action No.
CA-90-0484-P

CONSENT DECREE AS TO DEFENDANTS
CLAIROL, INC. AND CIBA-GEIGY CORPORATION

1196

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

B. The United States in its complaint seeks to establish the liability of the Defendants in connection with the release or threatened release of hazardous substances at the Davis Liquid Waste Superfund site in Smithfield, Rhode Island ("the Site").

C. Clairol, Inc. and Ciba-Geigy Corporation ("Settling Defendants") do not admit, and specifically deny, any liability arising out of the transactions or occurrences alleged in the complaint.

D. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

E. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, a Remedial Investigation/Feasibility Study ("RI/FS") was conducted at the site from October 1984 to April 1987. Based on the RI/FS, EPA issued the Record of Decision ("ROD") selecting the Remedial Action for the Site on September 29, 1987.

F. This Consent Decree was negotiated at arm's length and executed by the parties in good faith and is a settlement of

claims which were vigorously contested. The Settling Defendants expressly deny any allegation of fact or law or any liability to the United States arising out of the transactions or occurrences alleged in the Complaint in this action, in any crossclaim, or in any third-party claim, or otherwise with respect to the Site, and reserve all their rights not inconsistent with this Consent Decree. The parties agree that the participation by Settling Defendants in this Consent Decree shall not be considered an admission of fact or liability with respect to the Site and shall not be admissible in evidence against Settling Defendants in any judicial or administrative proceeding other than in a proceeding between the Parties hereto to enforce this Consent Decree.

G. The Parties agree that the settlement set forth in this Consent Decree represents a fair, reasonable and appropriate resolution of the Settling Defendants' liability to the United States with respect to the Site.

THEREFORE, with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and

shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the Settling Defendants and their successors and assigns, and upon the United States on behalf of EPA. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.
- b. "Certification of Completion" shall mean EPA's certification pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C. § 9622(f)(3), that remedial action has been completed at the Site in

accordance with the requirements of the National Contingency Plan and the ROD.

- c. "Consent Decree" shall mean this Decree and any attached appendices.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- f. "Future Response Costs" shall mean all costs that are not inconsistent with the National Contingency Plan, including but not limited to direct and indirect costs, that EPA and the United States Department of Justice on behalf of EPA will incur for response actions at the Site after the date of lodging of this decree.
- g. "Interest" in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507. In calculating the Interest EPA may compound on a daily, monthly or annual basis.

- h. "National Contingency Plan" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including but not limited to any amendments thereto.
- i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.
- j. "Parties" shall mean the United States and Settling Defendants.
- k. "Past Response Costs" shall mean all costs not inconsistent with the National Contingency Plan, including, but not limited to, direct and indirect costs, that EPA and the United States Department of Justice on behalf of EPA have incurred for response actions at the Site prior to the date of lodging of this decree.
- l. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 29, 1987, by the Regional Administrator, EPA Region I, and all attachments thereto.
- m. "Remedial Action" shall mean the response actions at the Site set forth in the Record of Decision.

- n. "Response action" shall mean remove, removal, remedy, and remedial action, and any enforcement activities related thereto.
- o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- p. "Settling Defendants" shall mean Clairol, Inc., and Ciba-Geigy Corporation.
- q. "Site" shall mean the Davis Liquid Waste Superfund site, located in Smithfield, Rhode Island and described in Appendix A to this Consent Decree, including any areas where Waste Materials from the Site have or may in the future migrate.
- r. "United States" shall mean the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Justice acting on behalf of the EPA.
- s. "Waste Material" shall mean (1) any substance meeting the definition provided in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any "pollutant or contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).

V. REIMBURSEMENT OF RESPONSE COSTS

4. Clairol, Inc. shall pay the United States \$3,000,000.00 plus Interest in reimbursement of Past Response Costs and Future Response Costs. Interest shall accrue from the date of Clairol,

Inc.'s signature on the Consent Decree. No later than fifteen (15) days after entry of the Consent Decree, Clairol, Inc. shall pay to the United States \$1,000,000.00 plus Interest on the entire \$3,000,000.00, from signature until the date of payment ("Clairol's First Payment"). On January 3, 1995, Clairol, Inc. shall pay to the United States \$2,000,000.00 plus Interest on that amount accruing from the date of Clairol's First Payment to the date of payment. Within 15 days of entry of this Consent Decree, Ciba-Geigy Corporation shall pay to the United States \$475,000.00 plus Interest in reimbursement of Past Response Costs and Future Response Costs. Interest shall accrue from the date of the Ciba-Geigy Corporation's signature on the Consent Decree. With respect to all the payments, payment shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the United States Department of Justice lockbox bank, referencing CERCLA Number 0117, DOJ Case Number 90-11-2-137B, and the appropriate U.S.A.O. file number. Payment shall be made in accordance with instructions, including U.S.A.O. number, provided by the United States upon lodging of the Consent Decree. Any EFTs received at the United States Department of Justice lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day. Settling Defendants shall send written notice of the EFTs to the United States as specified in Section XI (Notices and Submissions). Payments made pursuant to this Paragraph are not fines or penalties.

VI. FAILURE TO MAKE TIMELY PAYMENTS

5. Interest on Late Payments. In the event that the payments required by Section V are not made when due, Interest in accordance with Paragraph 3 shall accrue on the unpaid balance, through the date of payment.

6. Stipulated Penalty. If any amounts due to the United States under this Consent Decree are not paid by the required date, the Settling Defendant required to make the payment shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$5,000 per day that such payment is late.

Stipulated penalties are due and payable within 30 days of a Settling Defendant's failure to timely make any payment due under this Consent Decree. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to EPA Region I, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251, and shall reference CERCLA Number 0117 and DOJ Case Number 90-11-2-137B. Copies of checks paid pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to the United States as provided in Section XI (Notices and Submissions). Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Defendant(s) of the violation or made a demand for payment.

7. If the United States must bring an action to collect any payment required by this Consent Decree, the Settling

Defendant(s) shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to the United States by virtue of a Settling Defendant's failure to make timely payments required by this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

9. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 10, 11, 13, and 14 the United States covenants not to sue or to take other civil or administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA for reimbursement of Past and Future Response Costs to implement the ROD relating to the Site. Except with respect to future liability, the covenants not to sue in this Paragraph shall take effect upon the receipt by the United States of all payments required by Sections V and VI. With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of the Remedial Action by EPA. These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

10. United States' Pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel any of the Settling Defendants or other parties (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

- a. Conditions at the Site, previously unknown to EPA, are discovered, or
- b. information, previously unknown to EPA, is received in whole or in part,

and EPA determines, based on these previously unknown conditions or previously unknown information, together with any other relevant information, that the Remedial Action is not protective of human health or the environment.

11. United States' Post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel any of the Settling Defendants or other parties (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

- a. conditions at the Site, unknown to EPA at the time of Certification of Completion, are discovered, or
- b. information, unknown to EPA, is received, in whole or in part,

and EPA determines, based on these previously unknown conditions or this previously unknown information, together with other relevant information, that the Remedial Action is not protective of human health or the environment.

12. For purposes of Paragraph 10, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 11, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and information submitted to the designated project manager or generated by EPA for inclusion in the post-ROD record compiled by EPA pursuant to the National Contingency Plan following issuance of the Record of Decision but prior to issuance of the Certification of Completion of the Remedial Action.

13. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 9. The United States reserves, and this Consent Decree is without prejudice to, all

rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

- a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;
- c. liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable cost of assessing such injury, destruction or loss;
- d. liability for response costs that have been or may be incurred by any federal agencies other than EPA or the Department of Justice on behalf of EPA;
- e. criminal liability;
- f. liability, if any, for any other violations of federal or state law; and
- g. liability for future disposal of Waste Materials at the Site, except that for purposes of this settlement, migration of Waste Material currently present at the Site shall not be considered future disposal.

14. Reservations in the event that Past Response Costs and Future Response Costs exceed \$68,000,000. Notwithstanding any other provision of this Decree, if the Past Response Costs and Future Response Costs (excluding natural resource damages) exceed

\$68,000,000, the United States reserves the right to institute proceedings against Settling Defendants in this action, or any new action, seeking to compel Settling Defendants and any other party to perform further response actions or to reimburse the United States for any Future Response Costs over and above that amount. Nothing in this Paragraph 14 shall be construed to limit the rights reserved by the United States in Paragraphs 10, 11 and 13 regardless of whether the Past Response Costs and Future Response Costs (excluding natural resource damages) exceed \$68,000,000.

VIII. COVENANT BY SETTLING DEFENDANTS

15. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or any agency or instrumentality of the United States with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), under CERCLA Sections 106(b)(2), 107, 111, 112, or 113, or any other provision of law; any claim against the United States including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113 related to the Site; any claims arising out of response activities at the Site; or any claim against the United States or its attorneys under the Equal Access to Justice Act, 28 U.S.C. § 2412, 28 U.S.C. § 1927, or Rule 11 of the Federal Rules of Civil Procedure. Nothing in this

Consent Decree shall be deemed to constitute pre-authorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). The Settling Defendants motions for costs in relation to the United States' requests for admissions, which motions were filed on or about March 25, 1992, are withdrawn with prejudice.

IX. EFFECT OF SETTLEMENT

16. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

17. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to protection from contribution actions or claims to the extent provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

18. Settling Defendants agree that, with respect to any suit or claim for contribution brought by a Settling Defendant after lodging of this Consent Decree for matters related to the Site, the Settling Defendant will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also agree that, with respect

to any suit or claim for contribution brought against a Settling Defendant for matters related to the Site, the Settling Defendant will notify in writing the United States within 10 days of service of the complaint on it. No separate notice is required for any cross or counter claim brought by a Settling Defendant in such suit. In addition, a Settling Defendant shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to the Site.

19. In any subsequent administrative or judicial proceeding initiated by the United States, or any agency, instrumentality or department of the United States, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other similar defenses based upon any contention that the claims raised by the United States, or any agency, instrumentality or department of the United States, in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenant Not to Sue by Plaintiff).

X. RETENTION OF RECORDS

20. Until 10 years after the entry of this Consent Decree, Settling Defendants shall preserve and retain all records and documents now in their possession or control or that come into their possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site.

21. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such non-privileged records or documents to the EPA.

22. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege, it shall provide the plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this consent decree shall be withheld on the grounds that they are privileged.

If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all documents, records, and information that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor.

XI. NOTICES AND SUBMISSIONS

23. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to the other, it shall be mailed, postage prepaid, to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: 90-11-2-137B

Kathleen Woodward
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region I
JFK Federal Building, RCV
Boston, MA 02203
Re: Davis Liquid Waste Site

Neil Handler
Remedial Project Manager
U.S. Environmental Protection Agency
Waste Management Division
JFK Federal Building, HSV-CAN5
Boston, MA 02203
Re: Davis Liquid Waste Site

As to Settling Defendant Clairol, Inc.:

J. Timothy Sullivan
Vice President and General Counsel
Clairol, Inc.
345 Park Avenue (5-190)
New York, NY 10154-0037

Barry P. Allen
Environmental Counsel
Bristol-Myers Squibb Company
345 Park Avenue (43-77)
New York, NY 10154-0037

As to Settling Defendant Ciba-Geigy Corporation:

Robert S. Sanoff
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

Steven P. Sokolow
CIBA-GEIGY Corporation
444 Saw Mill River Road
Ardsley, NY 10502

XII. RETENTION OF JURISDICTION

24. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XIII. APPENDIX

25. The following appendix is attached to and incorporated into this Consent Decree: "Appendix A" is the description and/or map of the Site.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

26. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. Settling Defendants consent to the entry of this Consent Decree without further notice. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate.

27. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of either Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. SIGNATORIES/SERVICE

28. The undersigned representatives of Settling Defendants and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such parties to this document.

29. Each Settling Defendant shall identify, on the attached signature pages, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants waive any objection to service made by mail to the person so identified.

XVI. FINAL JUDGMENT

30. Upon entry by the Court this Consent Decree shall constitute a final judgment for purposes of Rule 54 of the Federal Rules of Civil Procedure.

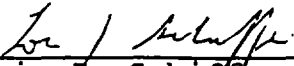
SO ORDERED THIS 16th DAY OF February, 1991.

Raymond J. Pettine
United States District Judge

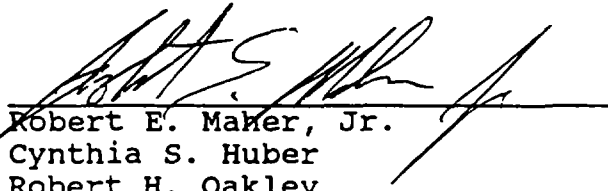
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. William Davis, et al., CERCLA # 0117, DOJ Case No. 90-11-2-137B, relating to the Davis Liquid Waste Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 8/21/94

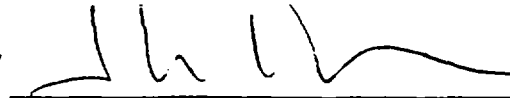

Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 8/8/94


Robert E. Maker, Jr.
Cynthia S. Huber
Robert H. Oakley
Susan M. Akers
Trial Attorneys
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 514-4241

Date:

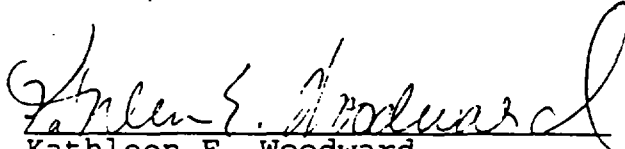
8/26/94



John P. DeVillars
Regional Administrator
Region I
U.S. Environmental Protection
Agency
JFK Federal Building
Boston, MA 02203

Date:


8/22/94



Kathleen E. Woodward
Assistant Regional Counsel
U.S. Environmental Protection
Agency
JFK Federal Building - RCV
Boston, MA 02203

Date: _____

9/14/94



Steven A. Herman
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
Washington, D.C.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. William Davis, et al., CERCLA # 0117, DOJ Case No. 90-11-2-137B, relating to the Davis Liquid Waste Superfund Site.

FOR DEFENDANT CLAIROL, INC.

Date: 7/29/94


Name/Title: J. TIMOTHY SULLIVAN - VICE PRES. & GEN. COUNSEL
345 Park Avenue
New York, NY 10154-0037

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. Timothy Sullivan
Title: Vice President and General Counsel
Address: Clairol, Inc.
345 Park Avenue (5-190)
New York, NY 10154-0037

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. William Davis, et al., CERCLA # 0117, DOJ Case No. 90-11-2-137B, relating to the Davis Liquid Waste Superfund Site.

FOR DEFENDANT CIBA-GEIGY
CORPORATION

Date:

8/15/94

Name/Title:

Joseph J. Hoff
Director, Environmental Protection

Address:

Ciba-Geigy Corporation
444 Saw Mill River Road
Ardsley, NY 10502

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name:

Robert S. Sanoff

Title:

Address:

Foley, Hoag & Eliot

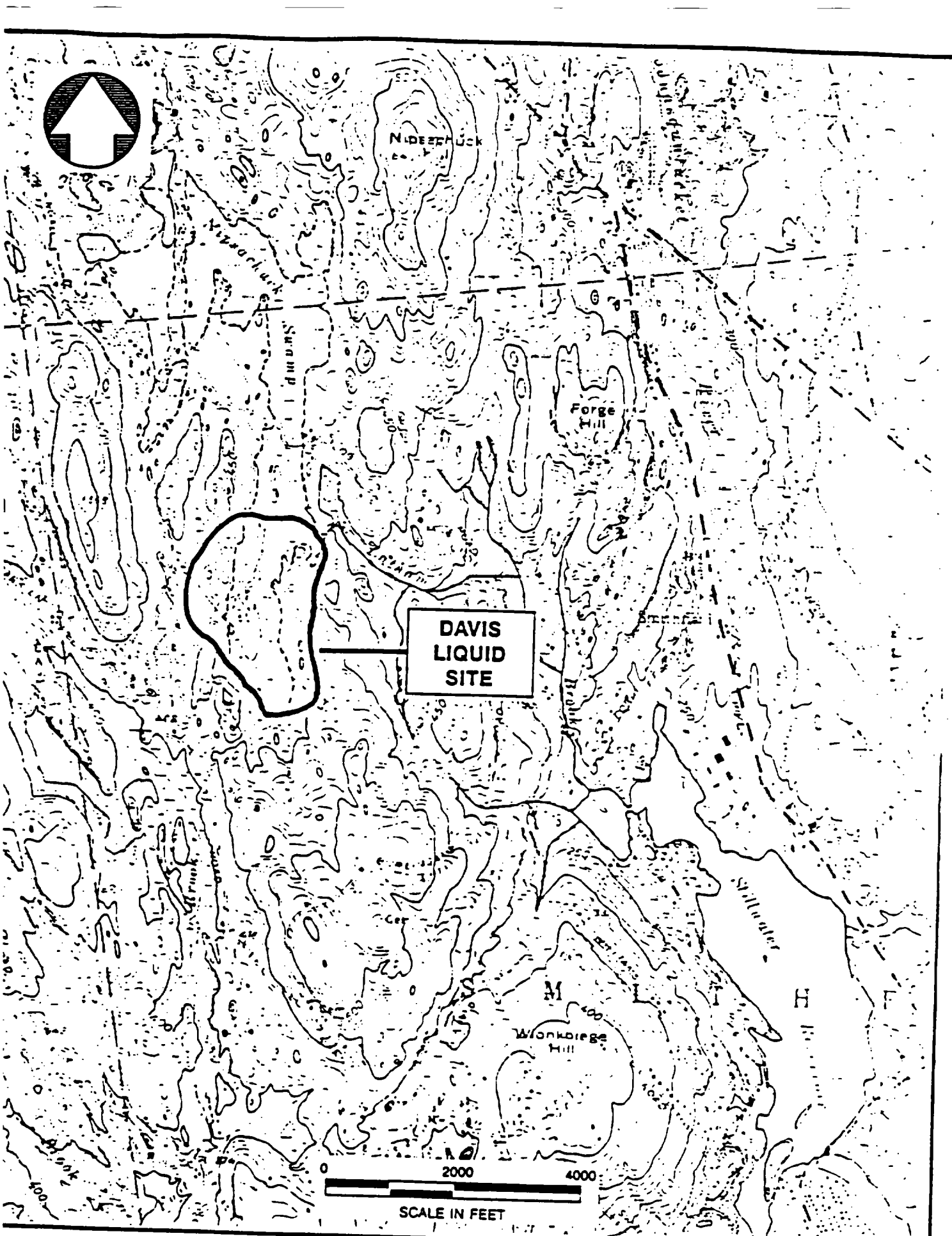
One Post Office Square

Boston, MA 02109

United States v. Davis (D.R.I.)
Consent Decree as to Clairol, Inc., and Ciba-Geigy Corp.

APPENDIX A

The Davis Liquid Waste Superfund Site ("Site") is located in Smithfield, Rhode Island. Located within the property of the Davis family, the Site is approximately 15 acres in size. Figure 1-2 attached hereto, which is a copy of a portion of the U.S.G.S. Georgiaville, RI quadrangle sheet 3C, generally indicates the Site boundary.



DAVIS LIQUID CHEMICAL SITE
SMITHFIELD, RHODE ISLAND
Camp Dresser & McKee Inc.
FROM USGS GEORGIATVILLE
QUADRANGLE 11400

FIGURE 1-2
SITE BOUNDARY